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Scope and Updates

Welcome to Panera Bread. The following terms, as updated from time to time (collectively, the "Terms") govern your access to and use of all or part of www.panerabread.com, mobile.panerabread.com, and any other authorized websites, mobile applications, in-store kiosks or other online services, tools or programs where these Terms appear (collectively, the "Services"). The Services are provided by Panera Bread Company or one of its affiliated or subsidiary companies (collectively, or individually, as the case may be, "Panera"). By visiting or using the Services, you expressly agree to these Terms. We may change or modify these Terms from time to time and will post the updated Terms with a "Last Updated" effective date of the revision. Any changes or modifications will be effective immediately upon posting of the changes or modifications, and you waive any right you may have to receive specific notice of such

changes or modifications, and to the extent permitted by law you waive



modifications. Your continued access to, use of and/or participation in the Services after these Terms have been changed or modified (see Last Updated date above) signifies your acceptance of any updated Terms. As a result, you should frequently review these Terms to understand the terms and conditions that apply to your access to, use of and/or participation in the Services. If you do not agree to the changed or modified Terms, do not use the Services.

Use of the Services

YOU MUST BE AT LEAST 13 YEARS OF AGE TO ACCESS AND USE THE SERVICES. Some Services may require that you must be 18 or older to use the Service. The Services are not targeted toward, nor are they intended to be used by, anyone under the age of 13. If you are between the ages of 13 and 18, you may only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

The Services are made available to provide information about Panera Bread bakery-cafes in both the United States and Canada, and to provide certain marketing and other programs and services offered by Panera ("Programs"). Information made available through the Services may apply only to participating Panera Bread bakery-cafes operating in the United States. If you have a question about operations in Canada, please visit a Panera Bread bakery-cafe in Canada or access our Customer Care Center at panera.custhelp.com.

You may not use the Services for any purpose that: (a) is prohibited by the Terms; (b) violates any applicable law; (c) causes damage on or through the Services; (d) infringes upon the rights of any third party; (e) is defamatory, libelous, abusive, obscene, pornographic, lewd, indecent, suggestive, harassing, threatening, inflammatory, fraudulent or otherwise objectionable; (f) results in the commercial resale of Panera items without the prior written consent of Panera; or (g) actually affects or interrupts or attempts to affect or interrupt operation of the Services.

Some of the Programs and Services are made through the use of third-party suppliers and service providers ("Suppliers"). In addition to other Suppliers, the Services are supported by services provided by Google. By using the Services, you agree to comply with all terms and notices as Google may provide, including without limitation the [Google Maps /](#)



You agree to defend, indemnify and hold Panera, its franchisees and Suppliers and each of their respective employees, officers, directors and insurers, harmless from and against any actual or threatened demands of any kind or nature arising out of or in connection with your violation of the these Terms.

There are no fees charged by Panera to use the Services, but there may be data usage or other like fees owed to your mobile carrier resulting from such use, for which you are responsible, and you are responsible for payment of any items purchased through the Services.

Panera may discontinue or change specifications on products described and/or displayed through the Services from time to time without prior notice. Panera reserves the right to suspend, block or terminate your access to all or any portion of the Services and/or participation in any Program without notice and in its sole discretion (including without limitation for actual or suspected fraud, unauthorized use of any Program, member card or account or failure to comply with these Terms). Panera also reserves the right to seek all other remedies available at law and in equity.

Privacy

Please review the [Privacy Policy](#) carefully to understand how Panera collects, uses and shares information, including personally identifiable information, from its users. By accessing or using the Services, you consent to all actions that we take with respect to your data that is consistent with our Privacy Policy.

Program Terms and Accounts

Panera may discontinue, or change from time to time, any Program or Service, including any Program terms, without prior notice. Please see full Program terms for each Program or Service for additional terms applicable to that Program. If you join a Program or set up an account for a Service, Panera may also make account(s) for other Programs available to you. Some Program options are only available if you utilize corresponding program features. Some Programs require that you set up an account with Panera. When you set up an account under any Program, you may be required to choose a user name and password. You may also be able to access your account(s) and/or create an account

through third party authorization method(s) (for example, a social media



through third party authorization methods (for example, a social media account). You may have the ability to choose to have portions of your account information accessible by third parties (for example, in connection with your use of third party services, such as an electronic wallet). You may have the ability to interact with your account through third party services (for example, third party voice assist services or third party order processing services). The third party's terms and conditions apply as more fully described under **Third Party Content, Products and Services (including Advertising and Promotions)** below. All information provided by you must be complete and accurate. If your information changes, you should promptly update your account. If you use the same user name and password for different accounts, the account information from the various Programs may be combined. If you make a change in your account information for one Program there may be an automatic corresponding change to your account information for another Program. Your Program member card(s), account(s), username(s) and password(s) and Gift Card PIN number(s) are for your personal use only. You may have the ability to choose to have your credit card, Panera Bread gift card and/or other payment methods associated with your account(s). You are responsible for maintaining the confidentiality of, and are responsible for all activities that occur under, your Program member card(s), account(s), username(s) and password(s), Panera Bread Gift Cards, and any other information that may be used to access your account(s). If you believe your account(s) have been compromised, please immediately access our Customer Care Center at panera.custhelp.com, and take immediate action to remove the credit card, Panera Bread gift card and/or other payment method information associated with your account(s). Neither Panera nor any franchisee or Supplier is responsible for undeliverable, lost, returned or misdirected emails or other correspondence related to your account(s), or for use of your Program member card(s) or reward(s), if any, issued under any Program or account(s) without your permission. Panera does not represent or warrant that the Program member cards will always be accessible or accepted. Without notice to you, Panera reserves the right to suspend and/or terminate your account(s) and/or your participation in any Program for any reason in its sole discretion, including without limitation if Panera determines in its sole discretion that you have violated these Terms or the applicable Program terms, you have more than one account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Panera may, in its sole discretion, suspend or cancel accounts that appear to be inactive, and suspend, cancel or combine accounts that appear to be duplicative.

The MyPanera Program



PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE MYPANERA PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT PARTICIPATE IN THE MYPANERA PROGRAM.

These Terms of Use apply to your access to, and participation in, the MyPanera Program, which is operated by Panera in the United States and Canada. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Panera for other products and services. Panera reserves the right to change, modify, eliminate, terminate, discontinue and/or cancel the MyPanera Program, associated rewards and/or all or any portion of these Terms of Use or any policy, FAQ, or guideline pertaining to the MyPanera Program at any time and in its sole discretion without notice to you. Any changes or modifications will be effective immediately upon posting the revisions to www.panerabread.com, and to the extent permitted by law, you waive any right you may have to receive specific notice of such changes or modifications. Your participation in the MyPanera Program confirms your acceptance of these Terms of Use and any such changes or modifications; therefore, you should review these Terms of Use and applicable policies and FAQs frequently to understand the terms and conditions that apply to the MyPanera Program. If you do not agree to the Terms of Use, do not use the MyPanera Program.

Becoming a MyPanera Member

The MyPanera Program allows you to earn and/or receive rewards (program rewards, including Catering Rewards Dollars, are individually or collectively referred to as "Reward(s)"). To become a MyPanera member, you must: (1) Be at least 13 years old; and (2) Register Your MyPanera card ("MyPanera Card") at www.panerabread.com. Your MyPanera membership is personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. You may have only one (1) MyPanera Card and associated account that is personal to you. A unique and valid email address is required to register for a MyPanera account. A social media account may be required to complete actions to earn certain Rewards. Your MyPanera Card or account number may be required to be presented in connection with a transaction or activity. The MyPanera Program is not targeted towards, nor intended for use by,

anyone under the age of 13. There are no membership fees associated



Earning and Using Rewards

No Rewards are earned until the MyPanera Card is registered. Rewards are issued by Panera on a periodic basis and may not be identified to you in advance. Number, type and frequency of Rewards are based upon a number of factors, including without limitation the frequency of visits, the volume and type of purchases made, MyPanera Card usage, type of personal information provided, and type and amount of participation in and/or interaction with MyPanera and/or activities, other Programs and/or applications. Purchases from a participating Panera Bread bakery-cafe may be required to earn Rewards. Voluntary activities required to earn Rewards may include, among other things: (1) features that display your user name and/or status; and/or (2) contests, sweepstakes or other like activities subject to applicable rules and/or Program terms identified at the time. Certain activities may only be available to participants 18 years and older. Activities to earn Rewards do not count towards, and may not be combined with, activities described under other Programs. Activities tied to specific Rewards must be fully completed, as determined by Panera in its sole discretion, and will result in a single Reward regardless of the number of times the activity is performed. Partial Rewards will not be issued. If a full Reward is not used when redeemed, no remaining balance will be refunded nor will any remaining balance be available for application toward future orders. MyPanera Cards may be used to earn purchase-based Rewards a maximum of five times per day, with a minimum of two hours between each usage. Unless otherwise identified, a Reward will consist of the single serving size of the rewarded item. Panera has the sole discretion to determine the size of the Reward. Qualifying purchases reflected in an account where there is a period of twelve (12) months of inactivity will no longer count toward earning a purchase-based Reward.

MyPanera customers may earn catering specific purchase-based Rewards ("Catering Rewards Dollars"). For every \$500 you spend in qualifying Panera catering purchases using a registered MyPanera Card, you will receive Catering Rewards Dollars in two (2) increments of \$10.00 each. A qualifying purchase constitutes a catering order that you place (i) in-cafe or via Panera's US catering website, with respect to orders fulfilled by participating US Panera Bread bakery-cafes, or (ii) in-cafe, with respect to orders fulfilled by participating Canadian Panera Bread bakery-cafes. The amount of the qualifying purchase equals the

amount paid for food and beverages after application of any applicable



cancellation or other fees, and exclusive of gift card purchases. No currency exchange is applied to the value of your purchase for purposes of determining the amount or the value of Catering Rewards Dollars.

When earned, Rewards, including Catering Reward Dollars, will be identified on your My Account page located at www.panerabread.com and may also be printed on your Panera Bread bakery-cafe receipt. Generally, only one Reward may be redeemed per transaction. Multiple Rewards may be redeemed within a single transaction in limited purchasing channels (for example, in-cafe or if redeeming Catering Rewards Dollars and placing a catering order online in the US). Rewards (excluding Catering Rewards Dollars) may not be redeemed in connection with catering orders. Catering Rewards Dollars can be redeemed for Panera Catering or other in-cafe or online purchases, subject to other limitations. In Canada, Catering Rewards Dollars may only be redeemed in-cafe. Rewards (including Catering Rewards Dollars) may not be redeemed for gift card purchases. The purchase of Panera At Home products do not apply to the earning of any Rewards, and no Reward may be used in connection with purchases of Panera At Home products. Rewards expire if not used by the applicable expiration date. Rewards are subject to change or substitution without notice. Rewards accumulated under the MyPanera Program are promotional and have no cash value. Rewards may not be exchanged for cash, any cash equivalent or any other products, or combined with other discounts or coupons, except that Catering Rewards Dollars may be redeemed in combination with other Panera Catering discounts made available by Panera. Rewards may be transferred if permitted by a Reward transfer program (if any) made available by Panera. Transaction history cannot be transferred from one account to another. If you forgot to present your registered MyPanera Card while making a purchase in a Panera Bread bakery-cafe or online (a "visit"), you can get credit for your visit by (i) with respect to non-catering orders, entering the code (if available) at the bottom of your receipt on our Missed A Visit page or by accessing our Customer Care Center at panera.custhelp.com (limits apply: 1 per day, 2 per week and 4 per month); all visit codes expire after 30 days; or (ii) with respect to catering orders, access our Customer Care Center at panera.custhelp.com within 30 days of your visit and we will make the appropriate correction to your account. Panera has no responsibility to retroactively apply Rewards or use of the MyPanera Card.

Other MyPanera Information

Your MyPanera Card has no cash value, is not a gift card or credit card.



your MyPanera Card has no cash value, is not a gift card or credit card, and is not valid if obtained from unauthorized parties, including without limitation through Internet auction sites. Catering Rewards Dollars are not a gift card or credit card and accordingly are not reloadable. Notify us of a lost or stolen MyPanera Card by accessing our Customer Care Center at panera.custhelp.com. Panera may conduct test Programs from time to time in certain markets that may have additional/different Program terms than those described herein. Panera has no obligation to expand or continue any test. Rewards may not be earned or redeemed if unexpected technical difficulties arise.

As a participant in the MyPanera Program, Panera may automatically enroll you in other Programs that are complimentary to the MyPanera Program. Please read the Privacy Policy to understand how Panera collects, uses and discloses information about customers, how to update or change your personal information and how we communicate with you.

Without notice to you, Panera reserves the right to suspend any MyPanera Card and/or terminate your account and/or your participation in the Program for any reason in its sole discretion, including without limitation if Panera determines in its sole discretion that you have violated these Terms, you have more than one account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Panera may, in its sole discretion, suspend or cancel accounts that appear to be inactive, and suspend, cancel or combine accounts that appear to be duplicative. In the event that your participation in the MyPanera Program is terminated, then all accumulated Rewards in your account are void.

Online Ordering

Panera may make available to you the ability to order online from our participating Panera Bread bakery-cafes or other locations. These Terms apply only to orders placed through the Services. Minimum order amounts may apply. Any applicable delivery fees, taxes and other amounts due in connection with your order will be identified when you place your order. There may be limits on the dollar values and number of orders that may be placed through the Services. You are responsible for payment of your order by means of a payment option made available through the Services at the time of ordering. We use third party providers and may accept various third party services to process payments. The Panera Bread bakery-cafe or other location identified

when you place your order is responsible for fulfilling your order and for



Discounts, coupons and other offers may not be able to be combined with online ordering. Every participating location may not have all menu items identified through the Services. The Services may allow you to customize your order. Portion size references (extra, light, etc.) are for convenience only and do not indicate nutrient content information of any kind. Refunds, if any, of amounts paid for cancelled catering orders will be identified at the time of cancellation. Please contact the bakery-cafe responsible for fulfilling your order directly to identify amounts due. Additional details about online ordering are available in the applicable FAQ section of the Services. You may be able to, and in some circumstances you may be required to, use your MyPanera account (or sign up for MyPanera) in connection with certain online ordering, in which case the MyPanera Program terms will also apply. Certain accounts (for example, a corporate catering account) will have limitations on available functionality as identified by the account holder. Certain aspects of the Services to which the Terms relate, namely Online Ordering, are covered by U.S. Patent Nos. 9,070,175, 9,159,094 and 10,032,201.

Delivery

Delivery is available at participating Panera Bread bakery-cafes in the U.S. Not all Panera Bread bakery-cafes offer delivery services and, if delivery is available, it may be available in a limited geographic area. Delivery hours may be limited and may vary. Panera Bread bakery-cafes that offer delivery may also offer an order tracking system available via app on your mobile phone. Data usage or other like fees owed to your mobile carrier may apply. Delivery orders require a minimum order of a certain amount, which may vary by location. In most cases, the minimum order amount will be exclusive of taxes and delivery charges that may apply and which may vary by location. Our delivery charge is not a tip or gratuity provided to the driver. Gift card purchases and catering orders excluded. Orders must be placed online with a credit card.

Third Party Content, Products and Services (including Advertising and Promotions)

Panera may provide third party content on the Services (including embedded content) and links to web pages and content of third parties, including Panera branded, co-branded and/or our franchisee(s)' content and/or web pages (collectively, "Third Party Content"). We may also make our Services available to you through your use of services of third



sites via Third Party Content, or utilize the services of third parties, the terms and policies of the third party sites/services govern such third party site/services, including without limitation use of any of your account information that you choose to make available to such third party. It is your responsibility to determine when you are accessing Third Party Content or services. We do not control, endorse or adopt any Third Party Content or service, including the advertisements or promotions of any third party, and the inclusion of any link to and/or reference to Third Party Content or availability of Third Party service in connection with use of any Panera Service does not imply Panera's endorsement, affiliation or adoption of the Third Party Content or service, and Panera makes no guarantee as to its accuracy, completeness, reliability or suitability for your purposes. You agree to comply with all applicable laws, regulations and terms applicable to your use of any such third party services (for example, if you use Google voice assist services, you agree to comply with its [Terms of Service](#)). You acknowledge and agree that Panera is not responsible or liable in any manner for Third Party Content or services. If you have questions or concerns about the website of a Panera franchisee, please contact that franchisee directly. See the For More Information section below.

Panera Gallery

The purpose of the Panera Gallery program is to allow you to talk about Panera-identified topics through your use of Panera-identified hashtag(s) on various social media platforms. Internet access and usage charges imposed by your online service, and/or data usage or other like fees charged by your mobile carrier, may apply. We may look for use of hashtags identified by us from time to time, and alternate versions of the same ("Hashtag(s)") on various social media platforms, including without limitation Facebook, Twitter and Instagram ("Social Media"). When you use a Hashtag in your posts/tweets on Social Media ("Your Content"), Panera may include Your Content on one of our Services and/or on our Panera-branded social media sites. By posting content which includes a Hashtag you agree that Panera has your permission to access Your Content as well as your account username for posting for public viewing on the Services and/or on our Panera-branded social media sites. You are responsible for maintaining the security or confidentiality of your own username(s), password(s) and other information applicable to your Social Media. In order to be considered for inclusion on the Services and/or on our Panera-branded social media sites, Your Content must be limited to your own thoughts about Panera identified topics and must



parties' food or menu items; (2) claims about the qualities (nutrition or otherwise) of Panera Bread menu items; (3) illegal, offensive or otherwise inappropriate comments; (4) photos of other people unless you have their permission to include them in Your Content; or (5) photos of third party proprietary imagery unless you have their permission to use the third party imagery in Your Content. Any decision by Panera of whether or not to search Social Media and/or utilize Your Content is at Panera's sole discretion. This Program is not sponsored or endorsed by Facebook, Twitter or Instagram.

Location-Based Services

If you enable location-based services on your computer or other device in connection with your use of the Services, you expressly consent to Panera and/or its Suppliers collecting the geolocation (which may include specific longitude and latitude) of your device. This information will be used as set forth in our Privacy Policy, including to identify your local bakery-café, to provide personalized messaging or content and/or for marketing purposes by email, push notifications, online or in-app advertising or otherwise. Please see our Privacy Policy for further information and for details on how to opt-out of location collection.

Feedback and Submissions

Submission of any remarks, suggestions, material, information, ideas or other communications (each a "submission") to the Services, including those provided in connection with a Program or on a public-facing forum made available through the Services, will be maintained by Panera, and at Panera's discretion shall be deemed to transfer to Panera all present and future ownership and intellectual property rights in such submission. All submissions by you are voluntary. Panera has no obligation to treat a submission as confidential or to compensate you in any manner for the submission. You agree that Panera has the right, but not the obligation, to display and use your name, likeness and other personal information submitted by you in connection with a submission. If any court determines that Panera does not retain exclusive ownership of any submission, then Panera retains a royalty free, exclusive, perpetual, sublicensable (through multiple tiers) right and license to use, reproduce, cache, modify, display, publicly perform, transmit, adapt, publish, translate, create derivative works from and distribute the submission throughout the universe in any medium and through any methods of distribution, transmission and display whether now known or hereafter devised. Please also review our Privacy Policy and



Our Intellectual Property

PANERA BREAD, PANERA, the Mother Bread design logo, MYPANERA, PANERA TO YOU, YOU PICK TWO, PINK RIBBON BAGEL, and SAINT LOUIS BREAD COMPANY are registered trademarks of Panera. All other Panera trademarks, service marks, logos, domain names, trade or company names, or indicia of origin referred to on the Services are the property of Panera or its affiliates or its licensors. In countries where any of Panera's trademarks, service marks, logos, domain names, trade or company names, or indicia of origin are not registered, Panera claims other rights associated with unregistered trademarks, service marks, logos, domain names, company names, or indicia of origin. Other product or company names referred to on the Services may be the trademarks of their respective owners. You may not use any trademarks, service marks, logos, domain names, company names, or indicia of origin of Panera or any third party without permission from the owner of the applicable trademarks, service marks, logos, domain names, company names, or indicia of origin. Your use of the Services does not create, and nothing contained in the Services shall be construed as creating or conferring to you, by implication, estoppel, or otherwise, a license or any other rights in any intellectual property rights of Panera. Non-Panera-owned content may not be used without permission.

Unless otherwise indicated, the Services and all content therein including without limitation articles, text, photographs, images, illustrations, graphics, designs, information, video and audio material, and software, including the selection and arrangement thereof, are Panera's or its licensor's proprietary property and are protected by copyright laws. You are granted a limited, non-sublicensable license to access and use the Services, and all material therein, for personal, informational and consumer transactional purposes only, including the dissemination of content to the extent specifically allowed through any provided third party functionality made available through the Services that allow you to post content from the Services to your personal social media account(s). This limited license does not include the resale, commercial use, distribution, public display or performance of the Services or any materials therein, nor does it permit the modification or the making of derivative uses of the Services or any materials therein, or

the use of any data mining, spiders, robots or similar data gathering or



Material from the Services may not be copied, distributed, republished, downloaded, uploaded or transmitted in any way without the prior written consent of Panera EXCEPT that you may download one copy of the material onto one computer for your personal, non-commercial home use only, provided you do not delete or alter any copyright, trademark or other proprietary notices. Unless otherwise set forth in a written agreement between you and Panera, you are granted a limited, non-exclusive right to create text hyperlinks to the Services for noncommercial purposes, provided such links do not portray Panera in a false, misleading, derogatory or otherwise defamatory manner and provided that the linking site does not contain obscene, pornographic, sexually explicit, illegal or otherwise objectionable material or damage or dilute the goodwill associated with trademarks, service marks, logos, domain names, company names, or indicia of origin of Panera or any third party. In addition, the link must "point" to the URL www.panerabread.com or www.panera.com and not to other page(s) within the Services and the appearance, position and other attributes of the link may not create the false appearance that you, your organization or entity is sponsored by, affiliated with, or associated with Panera. Panera reserves the right to revoke this limited right at any time in its sole discretion.

Aspects of the Services, namely Online Ordering, are covered by Patent Nos. 9,070,175, 9,159,094 and 10,032,201.

Digital Millennium Copyright Act ("DMCA") Notice

If you believe that any material available on or via the Services infringes a copyright you own or control, you may file a notification of such infringement with our Designated Agent as set forth below:

Panera Bread Company
Legal Department
3630 S. Geyer Road, Suite 100
St. Louis, MO 63127
Tel: (314) 984-1000
Fax: (314) 984-4189
Email: CopyrightComplaint@panerabread.com



material posted by you on the Services, you may make a counter-notification with our Designated Agent identified above. Please refer to 17 U.S.C. § 512(g)(3). If Panera receives a valid counter-notification, it may reinstate the disabled or removed material in accordance with the DMCA. Panera may terminate, in appropriate circumstances and in its sole discretion, users who are deemed to be repeat infringers and may limit access to the Services and/or terminate the accounts of any user who may infringe the intellectual property rights of others, whether or not there is any repeat infringement.

Disclaimer of Warranties and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES, AND ALL CONTENT THEREIN, AND ALL THIRD PARTY CONTENT ACCESSIBLE FROM OR THROUGH THE SERVICES, AND ALL PROGRAMS, ARE PROVIDED TO YOU "AS IS," WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, DATA ACCURACY, SYSTEMS INTEGRATION, OR QUIET ENJOYMENT.

WHILE WE MAKE REASONABLE EFFORTS TO PROVIDE TIMELY AND ACCURATE INFORMATION THROUGH THE SERVICES, YOU SHOULD NOT ASSUME THAT THE INFORMATION IS ALWAYS UP TO DATE OR THAT THE SERVICES CONTAIN ALL RELEVANT INFORMATION AVAILABLE. IN PARTICULAR, IF YOU ARE MAKING AN INVESTMENT DECISION REGARDING PANERA, PLEASE CONSULT A NUMBER OF DIFFERENT SOURCES, INCLUDING RELEVANT FILINGS WITH THE SECURITIES AND EXCHANGE COMMISSION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PANERA, IT SUPPLIERS AND FRANCHISEES AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AND/OR AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS DISRUPTION, WHETHER IN TORT, CONTRACT OR OTHERWISE, ARISING OUT OF OR IN

CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO



USER ON ANY INFORMATION OBTAINED FROM THE SERVICES OR THAT RESULTS FROM UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF ANY PROGRAM MEMBER CARD(S) OR ACCOUNT(S), MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, ACCIDENTS, VIRUSES, MISUSE OR FRAUD, DELAYS IN OPERATION, TRANSMISSION OR FAILURES OF PERFORMANCE, DELETION OF FILES OR EMAIL, UNAUTHORIZED USES OF THE SERVICES OR DATA, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO PANERA'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL PANERA'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY OR TORT, (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCTS LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES, EXCEED YOUR ACTUAL OR DIRECT DAMAGES, OR \$100, WHICHEVER IS LESS.

Employment Opportunities

While job openings are identified as part of the Services, the process of applying for a job is conducted on a separate website(s) not subject to these Terms. Panera is committed to the principles of equal employment opportunity. Applicants are considered for all positions without regard to race, color, religion, marital status, pregnancy, national origin, disability, genetic information, military status or Vietnam-era Veteran status, sexual orientation, gender, gender identity or expression, age or any other status protected by applicable law. Panera encourages all qualified applicants to apply. Panera does not have any responsibility for the hiring practices of its franchisees.

Panera Cares Community Cafes

Panera Cares community cafes are made available by Panera Bread Foundation, Inc. Information about these locations is made available on the Services for your convenience. Menu items, nutrition, services and other Panera Cares Community Cafe-specific information may differ from the information provided on the Services.

Visitors Outside of the United States

Panera makes no representation that the information available through the Services is appropriate or available for use outside of the United

States. Those who choose to access the Services from outside of the



compliance with applicable local laws.

Governing Law and Jurisdiction

Access to and use of the Services and these Terms are governed by (i) the laws of the State of Missouri, without regard to conflicts of laws principles (with respect to matters within the United States), or (ii) the laws of Ontario, Canada, without regard to conflict of laws principles (with respect to matters within Canada). Any legal action or proceeding relating to your access to or use of the Services or these Terms shall be instituted only in the federal and state courts in the State of Missouri in St. Louis County (with respect to matters within the United States) or (ii) the courts in Ontario, Canada (with respect to matters within Canada). By accessing or using the Services, you consent to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

Miscellaneous

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not impact the validity and enforceability of the remaining provisions. If any clause or provision set forth in these Terms is determined be illegal, invalid or unenforceable under present or future law, the clause or provision shall be deemed to be deleted without affecting the enforceability of all remaining clauses or provisions. Only a specific, written waiver of any of the provisions of these Terms, signed by an authorized representative of Panera, shall have any legal effect. You may not transfer any of your rights or obligations under these Terms, in any way. All of Panera's rights and obligations under these Terms are freely assignable for any reason, including without limitation, in connection with a merger, acquisition, sale of assets, by operation of law or otherwise. Headings contained in these Terms are inserted for convenience of reference only and shall not in any way define or affect the meaning, construction or scope of any of the provisions contained in these Terms.

For More Information

If you have any questions regarding these Terms, including how to contact a particular franchisee, please access our Customer Care Center at panera.custhelp.com.



